

### **REMARKS**

Pursuant to the non-final Office Action mailed March 16, 2009, the Request for Continued Examination (RCE) as previously filed on February 20, 2009 has been entered. Claims 16, 18-42, 44-46, 70-92, 94-116, 118-138 and 140-159 have been rejected by the present Office Action. After entry of the present amendment, Claims 16, 18-42, 44-46, 70-92, 94-116, 118-138, and 140-159 remain pending in the application. The present amendment amends independent claims 16, 42, 68, 92, 116, and 138 to clarify the scope of the claimed inventions of claims 16, 42, 68, 92, 116, and 138. Reconsideration of the application in view of the present amendment and following remarks is respectfully requested.

#### **Interview Summary**

Attorney for the Assignee thanks Examiner Milef for participating in an interview on July 13, 2009. During the interview, distinctions between the claimed inventions and the cited art references were discussed. No agreement as to patentability of the amended claims was reached.

#### **Claim Rejections Under 35 U.S.C. § 112**

Claims 16 and 18-41 were rejected under 35 U.S.C. § 112, second paragraph, as not particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention. The non-final Office Action states that claim 16 recites the element "the money transfer system" without providing sufficient antecedent basis. The present amendment amends claim 16 to clarify antecedent basis for "the money transfer system." The rejection under 35 U.S.C. § 112 is believed to be traversed.

#### **Claim Rejections Under 35 U.S.C. § 103**

Claims 16, 18-26, 28-39, 41-42, 44-52, 54-65, 67-68, 70-76, 78-89, 91-92, 94-100, 102-113, 115-116, 118-123, 125-136, 138, and 140-158 were rejected under 35 U.S.C. §103(a) as being obvious over Conklin, U.S. Patent No. 6,141,653 ("*Conklin*"), in view of U.S. Patent Application No. 2001/0025271 ("*Allen*"). Independent claim 16 has been amended to clarify that the claimed invention of claim 16 can include the elements "assigning, by the money

transfer system and based at least in part on non-confidential information received from the buyer, a unique transaction number to the payment request” and “receiving at the money transfer system a payment notification associated with the unique transaction number from the payment location local computer, wherein the payment notification indicates when payment in the amount of the grand total amount has been submitted at the payment location” (underlining supplied). Independent claims as 42, 68, 92, 116, and 138 have been similarly amended.

These amendments are fully supported by the Applicants’ specification. As described in relation to one embodiment, once a buyer and seller agree to a transaction, “the transaction is completed after the buyer visits an agent location and tenders payment for the transaction.” See col. 24, lines 21-22. In making an actual payment for the transaction at a physical location, the buyer does not have “to communicate confidential credit card account information or checking account information over the Internet.” See col. 16, lines 5-8. Rather, the buyer can use the unique transaction number to make actual payment for the transaction at one of a plurality of agent locations accessible by the buyer. See col. 11, lines 14-17. “[I]n response to receipt of the notification of the buyer’s payment, the seller initiates shipment of the order of the item to the buyer,” and “funds for the transaction are transferred to the seller to complete the transaction.” See col. 16, lines 16-19.

Neither *Conklin* nor *Allen* appear to teach or suggest the amended elements of independent claims 16, 42, 68, 92, 116, and 138. *Allen* in particular does not appear to teach or suggest the element “assigning, by the money transfer system and based at least in part on non-confidential information received from the buyer, a unique transaction number to the payment request” (underlining supplied). Unlike embodiments of the claimed inventions, *Allen* appears to relate to the disclosure of confidential information before a transaction number will be provided (underlining supplied).

As *Allen* describes, a buyer contacts a confidential transaction provider to obtain a confidential transaction number to be used for payment. This confidential transaction number enables a buyer to engage in commerce “without disclosing the buyer’s credit information to the Seller.” See para. [0027]. Nevertheless, the buyer must disclose credit information to the confidential transaction provider to receive a confidential transaction number. See *id.* Because the buyer does so over the Internet, encryption methods are necessary for security. See *id.* In

embodiments of the claimed invention, “a buyer can use the payment method of the present invention to pay for an item purchased over a computer network without the need for having to use a credit card, and without having to provide confidential information, such as a credit card account number or a bank account number, over the Internet” (underlining supplied). *See* col. 8, lines 16-20.

In addition, while the confidential transaction number in *Allen* is used as a method of payment over the Internet, *see* para. [0028], in embodiments of the claimed invention, no such number is used for payment. According to one embodiment of the Applicants’ claimed inventions, payment is made at an agent location. *See* col. 16, lines 3-5. A buyer, after receiving a confirmation number associated with a transaction, “visits any agent location worldwide, and provides the agent location with the confirmation number associated with the particular transaction.” *See* col. 15, lines 20-23. The agent location “references the confirmation number to determine the total amount due,” *see* col. 15, lines 23-24, but not as a form of payment.

*Conklin* likewise does not appear to relate to the amended elements of the independent claims because *Conklin* relates to a multivariate negotiations system where payment is made in a conventional manner. *See* Abstract. Indeed, according to the teachings of *Conklin*, when payment occurs within the system, *Conklin* appears to require the disclosure of confidential credit card information over the Internet. *See, e.g.*, col. 31, lines 48-53. As discussed above, in certain embodiments of the Applicants’ claimed inventions, the disclosure of confidential information over the Internet is unnecessary.

Consequently, for at least the reasons stated above, because neither *Conklin* nor *Allen* teaches or suggests each and every element of independent claims 16, 42, 68, 92, 116, and 138, these claims are believed to be allowable over the cited references. In addition, because claims 18-26, 28-39, 41-42, 54-65, 67-68, 70-76, 78-89, 91-92, 94-100, 102-113, 115-116, 118-123, 125-136, 138, and 140-158 ultimately depend from at least one of these independent claims for which arguments of patentability have been presented above, these dependent claims are likewise believed to be allowable.

Dependent claims 27, 40, 53, 66, 77, 90, 101, 114, 124, 137, and 159 were rejected under 35 U.S.C. §103(a) as being obvious over *Conklin*, in view of *Allen*, in further view of Godwin (Travel Weekly, volume 44, page 19(2), #02472750 from file 148). Because these claims

ultimately depend from at least one of independent claims 16, 42, 68, 92, 116, and 138, for which arguments of patentability have been presented above, dependent claims 27, 40, 53, 66, 77, 90, 101, 114, 124, 137, and 159 are believed to be allowable as a matter of law notwithstanding their independent recitation of patentable features.

**CONCLUSION**

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029. If the Examiner believes a telephone conversation would facilitate the examination of this application, the Examiner is invited to call the Attorney below at any time.

Respectfully submitted,

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